

BILL NO. S-75-09- 17.

SPECIAL ORDINANCE NO. S- 197-75

AN ORDINANCE approving a contract with BRANSTRATOR  
ALUMINUM PRODUCTS CORPORATION for purchase of  
Bleachers for Outdoor Theater at Franke Park

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
WAYNE, INDIANA:

SECTION 1. That the contract dated September 4, 1975, between the  
City of Fort Wayne, by and through its Mayor and the Board of Park Commissioners  
and BRANSTRATOR ALUMINUM PRODUCTS CORPORATION, for:

|   |             |
|---|-------------|
| Bleachers for construction of Outdoor<br>Theater at Franke Park | \$18,500.00 |
|---|-------------|

all as more particularly set forth on Purchase Order No. 3-31540, which is by  
reference incorporated herein, made a part hereof and is hereby in all things  
ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and  
after its passage and approval by the Mayor.

*Vivian G. Schmidt*  
Councilman

APPROVED AS TO FORM  
AND LEGALITY,

*James H. Logan*  
CITY ATTORNEY  
*Attorney for Common Council*

Read the first time in full and on motion by V. Schmidt, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 9-23-75

Charles W. Westerman  
CITY CLERK  
William G. Spence Chief Dep.  
V. Schmidt

Read the third time in full and on motion by \_\_\_\_\_ seconded by Hinga, and duly adopted, placed on its passage.  
Passed (~~Lost~~) by the following vote:

|             | AYES     | NAYS     | ABSTAINED | ABSENT | TO-WIT |
|-------------|----------|----------|-----------|--------|--------|
| TOTAL VOTES | <u>9</u> | <u>0</u> |           |        |        |
| BURNS       | <u>X</u> |          |           |        |        |
| HINGA       | <u>X</u> |          |           |        |        |
| KRAUS       | <u>X</u> |          |           |        |        |
| MOSES       | <u>X</u> |          |           |        |        |
| NUCKOLS     | <u>X</u> |          |           |        |        |
| SCHMIDT, D. | <u>X</u> |          |           |        |        |
| SCHMIDT, V. | <u>X</u> |          |           |        |        |
| STIER       | <u>X</u> |          |           |        |        |
| TALARICO    | <u>X</u> |          |           |        |        |

Date: 10-14-75

Charles W. Westerman  
CITY CLERK  
William G. Spence Chief Dep.

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 197-75 on the 14th day of October, 1975.

ATTEST: (SEAL)

Charles W. Westerman  
CITY CLERK  
James Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of October, 1975, at the hour of 11:00 o'clock \_\_\_\_\_ M., E.S.T.

Approved and signed by me this 16th day of October, 1975, at the hour of 10:00 o'clock A M., E.S.T.

Charles W. Westerman  
CITY CLERK  
William G. Spence Chief Dep.  
James Stier  
MAYOR

Bill No. S-75-09-17

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance  
approving a contract with BRANSTRATOR ALUMINUM PRODUCTS CORPORATION  
for purchase of Bleachers for Outdoor Theater at Franke Park

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance its PASS.

Vivian G. Schmidt - Chairman

William T. Hinga - Vice-Chairman

John Nuckols

Winfield C. Moses, Jr.

Paul M. Burns

*Vivian G. Schmidt*

*William T. Hinga*

*John Nuckols*

*Winfield C. Moses, Jr.*

*Paul M. Burns*

10-14-75  
DATE 10-14-75 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK

*memo from*

## Purchasing Department

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September 4, 1975

Board of Park Commissioners  
8th Floor - City County Building  
One Main Street - Fort Wayne, Indiana

Attention: Phil Bennett

Subject: Bid Reference No. 625

Attached is copy of the successful bidder.

Branstrator Aluminum Products Corporation  
Bleachers for Outdoor Theatre at Franke Park  
Tabulation Sheet is attached.

Purchase Order No. 3-31540

\$18,500.00

*J. T. Remitt*

APPROVED BY THE STATE BOARD  
OF ACCOUNTS FOR THE CITY OF  
FORT WAYNE 1985.

## CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

NUMBER ONE EAST MAIN STREET

ROOM 470

FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Board of Park Commissioners

8th Floor - City County Building

One Main Street - Fort Wayne, Indiana

Branstrator Aluminum Products Corporation

2115 Ferguson Road

Fort Wayne, Indiana 46809

## DELIVER TO:-

DEPARTMENT  
OR DIVISION

Franke Park Outdoor Theatre

## ADDRESS

CASH DISCOUNT TERMS

% IF PAID WITHIN

DAYS FROM DELIVERY AND

ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

PURCHASE ORDER NUMBER

3- 31540

DATE

September 4, 1975

REF. NO.

REQ. NO.

709

THE ABOVE INFORMATION MUST APPEAR ON  
ALL INVOICES, BILLS OF LADING, DELIVERY  
TICKETS, PACKAGES AND CORRESPONDENCE.

INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DP

DEPT.

DATE

WANTED }

APPROPRIATION  
AND FUND  
NUMBER }

Theatre Trust

22-851-220

| QUANTITY<br>ORDERED   | UNIT | MATERIALS, SUPPLIES OR SERVICES                                  | UNIT<br>PRICE | AMOUNT    |
|---|------|--|---------------|-----------|
| <b>TAX EXEMPT</b> (UNLESS OTHERWISE INDICATED)  |      |  |               |           |
| <p>COMPLIANCE WITH<br/>THE DELIVERY DATE<br/>REQUESTED WILL BE<br/>VOID "FOLLOW UP"<br/>CORRESPONDENCE.</p> <p><b>NOTE</b></p> <p>↓</p> <p><b>READ</b></p> <p>INSTRUCTIONS ON<br/>THE BACK OF THIS<br/><b>ORDER</b></p> <p>THE CONTRACTOR OR<br/>VENDOR, BY ACCEPT-<br/>ING THIS ORDER, AG-<br/>REES TO THE GEN-<br/>ERAL CONDITIONS AND<br/>TERMS OF AGREEMENT<br/>ON THE BACK OF THIS<br/>ORDER.</p> <p>UNLESS OTHERWISE<br/>INDICATED THE PRICES<br/>SHOWN INCLUDE ALL<br/>CHARGES FOR DELIV-<br/>ERY, PACKING, ETC.,<br/>NECESSARY TO COM-<br/>PLETE DELIVERY TO<br/>DESTINATION SPECI-<br/>FIED.</p> <p>UNLESS OTHERWISE<br/>INDICATED THE PRICES<br/>SHOWN DO NOT INCLUDE<br/>TAXES OF ANY KIND.</p> <p>EXEMPTION BLANKS<br/>WILL BE FURNISHED<br/>WHEN NECESSARY.</p> <p>IND. SALES TAX<br/>EXEMP. CERTIF. NO.<br/>34508</p> <p>IF THIS ORDER DOES<br/>NOT AGREE WITH YOUR<br/>QUOTATION KINDLY<br/>RETURN IT WITH AN<br/>EXPLANATION.</p> |      | Bleachers for construction of Outdoor Theatre<br>at Franke Park. |               | 18,500.00 |
|   |      | Bld Reference No. 655  |               |           |
|   |      | Subject to Councilman's Approval                                 |               |           |
|   |      | ATD/gb   |               |           |

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED, UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

Edward G. Kamnikar— City Controller

Per

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

Alex T. Dometroff — Director of Purchases

Per

Publication of Bid

Bid Reference No. 655

Closing Date July 24, 1975

Bleachers

Branstrator Aluminum Products  
2715 Ferguson Road  
Fort Wayne, Indiana 46809  
N-COLL-OK BID BOND-OK

Standard Steel Industries  
P. O. Box 182  
Three Rivers, Michigan 49093  
N-COLL-OK Check # 45979  
\$ 1,255.00

Saf-Way Steel Products  
O. O. Box 1991  
6228 West State Street  
Milwaukee, Wisconsin 53201  
N-COLL N/A SEPARATE BOND

% 10  
Jack K. Elrod Company  
1530 South Kennington  
Indianapolis, Indiana 46225  
N-COLL-OK BID BOND-OK

U. S. Seating Company, Inc.  
249 West 34th Street  
Room #405  
New York, New York 10001

JENNINGS

1

2

3

4

N/B

N/B

19,000.00

18,500.00

14,774.00

6,326.00

N/B

-377.00

- DISQUALIFIED -

14,339.00

18,966.00

N/A

2,860.00

-

-

-

-

N/B

N/B

N/B

N/B

At Denetroff  
FE Kroemer 7/24/75 @ 10:00 AM

**DEPARTMENT OF PURCHASES**  
 Number One Main St., Ft. Wayne, Ind. 46802  
**INVITATION**

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.\*

\*Mail all replies and correspondence, etc. to Attn. of A.T. Demetroff - 423-7037 DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

Address REQUIRED FOR DELIVERY TO:

Department Board of Park Commissioners  
 or Division

8th Floor - City County Building

Address One Main Street - Fort Wayne, Indiana 46802

**RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE**

Closing Thursday - July 17, 1975 - 10:00 A.M.  
 Time of Bids

**TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.**  
**TAX EXEMPT (Unless otherwise indicated)**

Page 1 of 1

Ref. No. 655

Date June 27, 1975

Date wanted \_\_\_\_\_

Theatre Trust  
 Fund 22-851-220  
 Appropriation No. \_\_\_\_\_

| Quantity | Unit | Materials, Supplies, Equipment or Services   | Unit Price | Total Amount |
|----------|------|--|------------|--------------|
|          |      | <u>BLEACHERS</u>   |            |              |
|          |      | Bleachers for Outdoor Theatre at Franke Park.  |            |              |
|          |      | Specifications Attached.   |            |              |
|          |      | The enclosed non-collusion affidavit must be properly completed and returned with your bid.  |            |              |
|          |      | Each Bidder must submit a current 1975 written Affirmative Action Program with their bid - or - have it on file with our E.E.O. Office, for the current year. NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office. Specify which<br>On File: _____ Attached: _____ |            |              |

Bid Bond required ☐ NO ☐ YES 5% Performance Bond ☐ NO ☐ YES 100%

See instruction item No. 18 on reverse side hereof.

Terms 1 % cash discount if paid within \_\_\_\_\_ days from delivery and acceptance of goods or completion of services.

**PROPOSAL OR BID**

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the prices set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 45 days from receipt of order

**IMPORTANT**

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

PROSTATE ALUM PROD CO  
 Name of Company

For \_\_\_\_\_ Vice President

Address 215 FAYETTE RD

City FT-WAYNE IND Date 7/27



# GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. Special Conditions: Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. Applicable Laws: The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. Workmen's Compensation: Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. Infringements and Indemnifications: The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.  
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. Pricing: Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. Delivery: Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. Specifications: Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.  
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. Samples: Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. Cash Discounts: Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. Taxes: The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase will not be subject to any trade or cash discounts.
11. Bid Informalities and Rejection: The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. Award: Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. Payments: Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. Bidder's Signature: Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a. Smith-Jones Company, by John Jones, a partner".  
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it in the matter.
15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2316-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin or ancestry.
16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
  - a) A bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
  - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. Submission and Receipt of Bids:
  - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
  - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
  - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
  - d) Separate proposals must be submitted on each reference number.
  - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted \_\_\_\_\_ Date \_\_\_\_\_ 19\_\_\_\_ as follows: \_\_\_\_\_

Rejected \_\_\_\_\_ Date \_\_\_\_\_ 19\_\_\_\_ as follows: \_\_\_\_\_

Board-Commissioner Dept. of Purchasing, etc.

Board-Commissioner Dept. of Purchasing, etc.



BID FORM

July 23, 1975

Board of Park Commissioners  
c/o Department of Purchases  
Room 470  
Number One Main Street  
Fort Wayne, Indiana

Gentlemen:

We propose to furnish, install and pay for all labor, materials, and equipment required for the complete bleacher fabrication for Franke Park Outdoor Theater located in Fort Wayne, Indiana, all as according to the Plans and Specifications prepared by Grinsfelder-McArdle Associates, Inc., Architect, our bid being as follows.

1. Principal Bleacher Construction Bid

The complete fabrication and delivery as specified for the sum of \_\_\_\_\_ and \_\_\_\_\_/100 dollars. (\$ \_\_\_\_\_)

2. Alternate #1 Bid

If aluminum seat, footboards, and walkways are used in lieu of wood dense southern yellow pine, our bid for the complete fabrication and delivery as specified for the sum of \_\_\_\_\_ and \_\_\_\_\_/100 dollars. (\$ \_\_\_\_\_)

3. Alternate #2 Bid

If aluminum seat, footboards, and walkways are used in lieu of wood dense southern yellow pine and aluminum main support members are used in lieu of steel members, our bid for the complete fabrication and delivery as specified for the sum of Nineteen thousand and no/100 dollars. (\$ 19,000.00)

4. Alternate #3 Bid

If aluminum guard rails are used in lieu of steel guard rails, add or deduct 500.00 from the principal or alternate bleacher fabrication bid the amount of Eighteen thousand five hundred and no/100 dollars. (\$ 18,500.00)

If the Contract is awarded to us within forty-five (45) days after bid due date, we will agree to complete all work covered in this Contract within 45 calendar days from date of Contract.

July 23, 1975  
Representative of Company

Branstrator Aluminum Products Corp.  
Name of Company

2715 Ferguson Road, Fort Wayne, Ind. 468  
Address of Company

# NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

STATE OF INDIANA, }  
Allen COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Anthony J. Iovino

### History of Asent

For Branstrator Aluminum Products Corp  
Firm or Corporation

Firm or Corporation

Subscribed and sworn to before me this 23 day of July, 1975

## My Commission Expires

JAN. 19, 1976

REQUEST FOR PUBLICATION

|          |   |
|----------|---|
| News     |   |
| Sentinel | x |
| Journal  |   |
| Gazette  | x |
| Other    |   |

DATE June 27, 1975

Kindly publish the following  
advertisement on the dates as  
shown and issue invoice to \*

\* Department Board of Park Commissioners  
8th Floor - City County Building  
Address One Main Street - Fort Wayne, Indiana

Department of Purchases  
City of Fort Wayne

By \_\_\_\_\_

BIDS WANTED - REFERENCE NO. 655

Sealed Proposals will be received by the City of Fort Wayne at the  
Office of Department of Purchases, Number One Main Street, Room  
470, Fort Wayne, Indiana, until Thursday - July 17, 1975 - 10:00  
\_\_\_\_\_ for the following items:

Bleachers for Outdoor Theatre at Franke Park.

Each Bidder must submit a current 1975 written Affirmative Action Program  
with his or her bid - or - have on file with our E.E.O. Office for the  
current year.

Bid Forms, specifications, etc., may be obtained upon application at  
the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5%  
\_\_\_\_\_ must be submitted with the bid.

The successful bidder will be required to furnish a 100% Performance Bond.  
Department of Purchases  
City of Fort Wayne  
By A.T. Demetreff  
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

7-3-75

7-10-75

LEGAL NOTICE

x

**PROPOSAL:**

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

**BID SURETY (REQUIRED BY LAW):**

**BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).**

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of FIVE PERCENT OF MAXIMUM BID

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and, the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

**BID CHECK (ALTERNATE FORM OF SURETY):**

Certified ☐

Cashiers ☐ Check No. .... in the sum of .....

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

.....Dollars on ..... Bank

of ..... is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

**SIGNATURES (BID SURETY AND PROPOSAL):**

Witnessed by:

**OTHER PARTIES INTERESTED IN THIS PROPOSAL**

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

**BIDDER AND PRINCIPAL**

Branstrator Aluminum Products Corp.

Name of Bidder—Print or Type

By Anthony J. Arnes

Signature of Person Authorized to Sign

Title Vice-President

2715 Ferguson Rd.

Street Name and Number

Ft. Wayne, IN 46809

City, State and Zip Code

Date 7/17/75

**OHIO FARMERS INSURANCE COMPANY**

Name of Company — Print or Type

Incorporated In the State of: OHIO

Address LeRoy, Ohio

By Hayes L. Potter  
**HAYES L. POTTER - ATTORNEY-IN-FACT**

Date 7/17/75

Witnessed by:

**SURETY**

OHIO FARMERS INSURANCE COMPANY, LeRoy, Ohio

CERTIFIED COPY OF POWER OF ATTORNEY

Know All Men by These Presents, That OHIO FARMERS INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Ohio, and having its principal office in LeRoy, Medina County, Ohio, does by these presents make, constitute and appoint Hayes L. Potter, Paul A. Lohse, Edward M. Brown and Theodore Kortz jointly or severally

of Et. Wayne and State of Indiana its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of surety

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Ohio Farmers Insurance Company at a meeting held on the 3rd day of July, 1957;

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

In Witness Whereof, OHIO FARMERS INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed this 6th day of April A.D. 1971

OHIO FARMERS INSURANCE COMPANY

{ Corporate Seal Affixed }

By R. M. McGhee  
Vice President

State of Ohio }  
County of Medina } ss.:

On this 6th day of April A.D. 1971, before me personally came R. M. McGhee to me known, who, being by me duly sworn, did depose and say, that he resides in LeRoy, Ohio; that he is Vice President of OHIO FARMERS INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

{ Notarial Seal Affixed }

Miriam Oller  
My Commission Expires August 9, 1973 Notary Public

CERTIFICATE

State of Ohio }  
County of Medina } ss.:

I, M. L. Schamp Corporate Secretary of the OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of Attorney, executed by said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at LeRoy, Ohio, this 17th day of JULY A.D. 1975.

M. L. Schamp  
M. L. Schamp, Corporate Secretary

Company policy from the following policies, subject to their terms, conditions and exclusions have been issued by this company

The Company will mail to the party to whom this Certificate is issued a record of any material change in or cancellation of said policy or policies but takes no responsibility for failure to do so.

NAME AND ADDRESS OF PARTY TO WHOM CERTIFICATE IS ISSUED:

THIS CERTIFICATE OF INSURANCE  
NEITHER AFFIRMATIVELY NOR  
NEGATIVELY AMENDS, EXTENDS OR  
ALTERS THE COVERAGE AFFORDED  
BY ANY POLICY DESCRIBED HEREIN

CITY OF FORT WAYNE  
BOARD OF PARK COMMISSIONERS  
1 - MAIN ST., CITY COUNTY BLDG.  
FORT WAYNE, INDIANA 46802

NAME AND ADDRESS OF INSURED  
BRANSTRATOR ALUMINUM PRODUCTS CORP.  
2715 FERGUSON ROAD  
FORT WAYNE, INDIANA 46809

| KIND OF POLICY                               | POLICY NUMBER | EXPIRATION DATE | LIMITS OF LIABILITY  |  |
|--|---------------|-----------------|--|--|
|  |               |                 | Bodily Injury  | Property Damage                              |
| A—Workmen's Compensation                     |               |                 | Provided by Workmen's Compensation Law<br>State of .....   | Nil  |
| B—Manufacturers or Contractors Liability     |               |                 | Each occurrence \$.....<br>Aggregate \$.....   | Each occurrence \$.....<br>Aggregate \$..... |
| C—Owners or Contractors Protective Liability |               |                 | Each occurrence \$.....  | Each occurrence \$.....<br>Aggregate \$..... |
| D—Owners, Landlords and Tenants Liability    |               |                 | Each occurrence \$.....  | Each occurrence \$.....                      |
| E—Comprehensive Automobile Liability         |               |                 | Each person \$.....<br>Each occurrence \$.....   | =<br>Each occurrence \$.....                 |
| F—Comprehensive General Liability            |               |                 | Each occurrence \$.....<br>Aggregate \$.....   | Each occurrence \$.....<br>Aggregate \$..... |
|  |               |                 | Products Completed Operations <input type="checkbox"/> Included <input type="checkbox"/> Excluded  |  |
| G—Umbrella Liability                         | CCC 281 11 98 | 4/1/77          | Personal Injury, Property Damage and Advertising Liability<br>Each occurrence \$2,000,000.00<br>Aggregate \$2,000,000.00 Retained Limit \$10,000.00...<br>Excess of Primary Policies shown in Schedule A or Retained Limit |  |
| H—   |               |                 |  |  |

Location of Risk and Description of Operations:

Description of Specific Contract(s) for which Certificate is issued (Indicate Types of Agreements, Party or Parties, and Dates):

This Certificate is not a Binder or Policy of Insurance. The agreements of this Company are expressed only in the actual policy contract(s).



FOR INFORMATION REGARDING THIS POLICY, PLEASE CONTACT  
 JOE LOOS OH. 484 0 Dated JULY 9, 1975 mh  
 Res. 493-1104  
 IF NOT IN, LEAVE MESSAGE By LOOS INSURANCE AGENCY  
 AUTHORIZED REPRESENTATIVE

Name of Insured BRANSTRATOR ALUMINUM PRODUCTS, CORP.

Address of Insured 2715 FERGUSON ROAD, FORT WAYNE, INDIANA 46809

Location Covered \_\_\_\_\_

Operations Covered \_\_\_\_\_

**THIS IS TO CERTIFY TO CERTIFICATE HOLDER:**

Mailing Address (Street And Number, City, State, Zip Code)

CITY OF FORT WAYNE  
BOARD OF PARK COMMISSIONERS  
ONE MAIN STREET, CITY-COUNTY BLDG.  
FORT WAYNE, INDIANA 46802

COVERAGE is provided in Company initialed below:

- ☒ A = AETNA INSURANCE COMPANY OF THE MIDWEST  
☐ U = AETNA FIRE UNDERWRITERS INSURANCE CO.  
☐ C = CENTURY INDEMNITY COMPANY

Effective FEBRUARY 1, 1973

that on the above date the following described insurance policies, issued by this Company, are in full force and effect, subject to all the terms, conditions, limitations and exclusions, thereof.

| Co | Name of Coverage  | Policy Number | Effective Date | Expiration Date | Limits of Liability                                    |
|----|---|---------------|----------------|-----------------|--|
|    | Workmen's Compensation  | WC 80 03 36A  | 2/1/75         | 2/1/76          | Statutory  |
|    | *Public Liability—Bodily Injury (Not Auto)  | CPP 94-09-10  | 2/1/73         | 2/1/76          | \$ 300 ,000 each occurrence                            |
|    | *Public Liability—Property Damage (Not Auto)  | "             | "              | "               | \$ 100 ,000 each occurrence<br>\$ 100 ,000 aggregate   |
|    | (Explosion, Collapse, Underground Hazards Not Covered Unless Otherwise Stated Herein)           | "             | "              | "               | \$ 100 ,000 each occurrence<br>\$ 100 ,000 aggregate   |
|    | Products—Completed Operations—Bodily Injury   | "             | "              | "               | \$ 300 ,000 each occurrence<br>\$ = 300 ,000 aggregate |
|    | Products—Completed Operations—Property Damage   | "             | "              | "               | \$ 100 ,000 each occurrence<br>\$ 100 ,000 aggregate   |
|    | Specific Contractual—Bodily Injury (Other Than Incidental Contracts As Defined In The Policy)   |               |                |                 | \$ ,000 each occurrence                                |
|    | Specific Contractual—Property Damage (Other Than Incidental Contracts As Defined In The Policy) |               |                |                 | \$ ,000 each occurrence<br>\$ ,000 aggregate           |
|    |   |               |                |                 |  |
|    |   |               |                |                 |  |
|    | Automobile—Bodily Injury  | CPP 94-09-10  | 2/1/73         | 2/1/76          | \$ ,000 each person<br>\$ 300 ,000 each occurrence     |
|    | Automobile—Property Damage  | "             | "              | "               | \$ 100 ,000 each occurrence                            |
|    | Burglary  |               |                |                 |  |
|    | Plate Glass   |               |                |                 |  |

\*Includes coverage for the following incidental written agreements: (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement.

Should any of the above described policies be cancelled before the normal expiration date thereof, the Company will mail ..... day's prior written notice of such cancellation to the above named Certificate-holder. The mailing of notice shall be sufficient proof of notice.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE AFFORDED BY THE POLICIES INDICATED ON THIS CERTIFICATE UNDER POLICY NUMBER \_\_\_\_\_

THIS POLICY, PLEASE CONTACT

JOE LOOS, CLP 484 0491  
Res. 493-1404

By

*Paul A. L. L.*  
LOOS INSURANCE AGENCY

Authorized Agent

7/9/75 mh, NOT IN, LEAVE MESSAGE  
(Agent or Branch Office to send Head Office One Duplicate Copy for each Policy listed hereon)



DIGEST SHEET

TITLE OF ORDINANCE

DEPARTMENT REQUESTING ORDINANCE Department of Public Parks

SYNOPSIS OF ORDINANCE Ordinance ratifying purchase of bleachers  
for Foellinger Outdoor Theatre.

EFFECT OF PASSAGE Will provide seating at Theatre as plans call  
for.

EFFECT OF NON-PASSAGE Will not be able to provide seating as  
planned for completion of Theatre.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$18,500.00

ASSIGNED TO COMMITTEE (J.N.)

Emmerich